



County of San Bernardino

F A S

STANDARD CONTRACT

NINTH AMENDMENT

FOR COUNTY USE ONLY

E	New	Vendor Code		SC	Dept.	A	Contract Number	
M	X	Change					83-192 A-9	
X	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Real Estate Services Department								
County Department Contract Representative					Ph. Ext.		Amount of Contract	
David H. Slaughter, Director					7-7832			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
						N30494		
Commodity Code			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	
Project Name								
BARSTOW – Vehicle								
Services Center – 1140								
W. Main Street								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name

Bart and Emmett Singletary

hereinafter called LANDLORD

Address

600 Central Avenue, Suite 81

Riverside, CA 92507

Phone

(909) 684-5883

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and LANDLORD have previously entered into a Lease Agreement, Contract No. 83-192, wherein LANDLORD agreed to lease certain property to the COUNTY; and,

WHEREAS, the parties mutually desire to terminate the Lease Agreement, Contract No. 83-192.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 83-192, is amended as follows:

1. The parties agree that Lease Agreement, Contract No. 83-192 is terminated as of September 1, 2002. Each party agrees that there are no outstanding payments due to either party and the premises are in good condition. The parties hereto further agree that any claim either party may have against the other party (except for taxes, if any) arising out of Contract No. 83-192 shall not survive this early termination. The parties to this Agreement, notwithstanding the application of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must materially effected his or her settlement with the debtor.”

Expressly waive and relinquish all rights and benefits afforded them by said Section 1542, and any and all similar laws of any State or territory of the United States.

2. COUNTY and LANDLORD agree, notwithstanding their mutual release and discharge as to claims, losses or liabilities arising out of the Agreement against each other, any such claims, losses or liabilities to any third party arising out of the Agreement are not released and that the LANDLORD's duty in the Agreement to indemnify, defend and hold the COUNTY harmless from such claims, losses and liabilities survives the termination of the Agreement.

3. All other provisions and terms of the Lease Agreement, Contract No. 94-1058, shall remain the same and are hereby incorporated by reference.

END OF NINTH AMENDMENT

COUNTY OF SAN BERNARDINO

► _____
Fred Aguiar, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Approved as to Legal Form

► _____
Rex A. Hinesley, Chief Deputy County Counsel

Reviewed by Contract Compliance

► _____

_____ BART AND EMMETT SINGLETARY

(Print or type name of corporation, company, contractor, etc.)

► By _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: _____ 600 Central Avenue, Suite 81
_____ Riverside, CA 92507

Reviewed for Processing

► _____
Agency Administrator/CAO

Date August 12, 2002

Date _____

Date _____